

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WESTPORT INSURANCE CORPORATION,

Plaintiff,

v.

PETER G. MYLONAS, LAW OFFICES OF
PETER GEORGE MYLONAS, P.C., and
ANASTASIOS PAPADOPOULOS,

Defendants.

CIVIL ACTION
NO. 14-5760

ORDER

AND NOW, this 25th day of August 2016, upon consideration of Plaintiff Westport Insurance Corporation's ("Westport") Motion for Summary Judgment (Doc. No. 56), Defendant Anastasios Papadopoulos's ("Papadopoulos") Response in Opposition to Westport's Motion (Doc. No. 65); Westport's Reply (Doc. No. 67); Papadopoulos's Motion for Summary Judgment (Doc. No. 57); Westport's Response in Opposition to Papadopoulos's Motion (Doc. No. 64); Papadopoulos's Reply (Doc. No. 68); Peter G. Mylonas and Law Offices of Peter George Mylonas, P.C.'s (the "Mylonas Defendants") Motion for Summary Judgment (Doc. No. 59); the arguments of counsel at the hearing on the Motions held on November 12, 2015; Westport's Supplemental Brief (Doc. No. 76); and Papadopoulos's Supplemental Brief (Doc. No. 77), and for the reasons set forth in the Court's Opinion issued this day, it is **ORDERED** as follows:

1. Westport and the Mylonas Defendants' Motions for Summary Judgment (Doc. Nos. 56, 59) are **GRANTED**.
2. Anastasios Papadopoulos's Motion for Summary Judgment (Doc. No. 57) is **DENIED**.

3. The underlying lawsuit, Anastasios Papadopoulos v. Peter G. Mylonas and Peter G. Mylonas, P.C., adjudicated in the Court of Common Pleas, Philadelphia County, Pennsylvania, Civil Action No. 1103-02078, constitutes one “claim” under the Mylonas Defendants’ professional liability insurance policy with Westport Insurance Corporation, and Westport’s contractual liability to its insured for the defense and indemnity under the policy in regard to this lawsuit is limited to one \$500,000 Per Claim Limit of Liability.
4. The Clerk of Court shall close this case for statistical purposes.

BY THE COURT:

/s/ Joel H. Slomsky
JOEL H. SLOMSKY, J.